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**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**

**PG&E CORPORATION**

**-and-**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation
- ☐ Affects Pacific Gas and Electric Company
- ☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case.  
No. 19-30088 (DM)*

Case No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**AMENDED DECLARATION OF CASSIE  
GILSON IN SUPPORT OF APPLICATION OF  
THE OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS FOR AUTHORITY  
TO RETAIN AND EMPLOY AXIOM  
ADVISORS AS GOVERNMENT AFFAIRS  
CONSULTANT, EFFECTIVE AS OF MARCH  
15, 2019**

Date: May 9, 2019  
Time: 9:30 a.m. (Pacific Time)  
Place: United States Bankruptcy Court  
Courtroom 17, 16<sup>th</sup> Floor  
San Francisco, CA 94102

1 I, Cassie Gilson, being duly sworn, state the following under the penalty of perjury:

2 1. I am a principal of Axiom Advisors (“Axiom”), which has its principal office at  
3 1201 K Street, Suite 920, Sacramento, CA 95814. I am duly authorized to make this amended  
4 declaration (the “Amended Declaration”) on behalf of Axiom, which amends and restates the  
5 Declaration filed on April 17, 2019 [Docket No. 1525]. Unless otherwise indicated herein, the  
6 statements in this Amended Declaration are based on my personal knowledge, my discussions with  
7 other employees of Axiom, my discussions with other advisors to the Official Committee of  
8 Unsecured Creditors (the “Committee”) of the above-captioned debtors in possession  
9 (collectively, the “Debtors”) in these chapter 11 cases (the “Chapter 11 Cases”), my review of  
10 relevant documents and/or my opinion based upon my experience.

11 2. This Amended Declaration is being submitted in connection with the proposed  
12 retention of Axiom as government affairs consultant to the Committee in these Chapter 11 Cases  
13 to perform services as set forth in the *Application of the Official Committee of Unsecured Creditors*  
14 *Pursuant to 11 U.S.C. §§ 328(a) and 1103(a) and Fed. R. Bank. R. 2014 and 2016 for Authority*  
15 *to Retain and Employ Axiom Advisors as Government Affairs Consultant, Effective as of March*  
16 *15, 2019* (the “Application”). The Committee’s retention of Axiom is governed by an engagement  
17 letter, dated as of March 15, 2019 (the “Engagement Letter”), a copy of which is attached to the  
18 Application as **Exhibit C**.<sup>1</sup>

19 3. I am familiar with the matters set forth herein and, if called as a witness, I would  
20 testify thereto.

#### 21 **Axiom’s Qualifications**

22 4. I believe that Axiom and the professionals it employs are uniquely qualified to  
23 advise the Committee in the matters for which Axiom is proposed to be employed.

24 5. Axiom is a full-service government affairs firm dedicated to providing strategic  
25 consulting, lobbying and advocacy, public affairs and targeted communications, and regulatory  
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27  
28 <sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the  
Application or the Engagement Letter, as applicable.

1 counsel to our clients in Sacramento and throughout California. Axiom has nine full-time staff  
2 operating out of three offices, with six full-time staff located in Sacramento.

3 6. Axiom regularly appears before nearly every policy committee in the Capitol, and  
4 a wide variety of regulatory agencies in Sacramento and across the state, and works closely with  
5 legislative leaders, the Governor's Administration, rank-and-file members in the California Senate  
6 and Assembly, and high-ranking members of virtually every department, agency, commission, and  
7 board in California's government. In addition, Axiom's professionals have decades of successful  
8 outcomes before key regulatory bodies such as the California Public Utilities Commission, the  
9 California Coastal Commission, the State Lands Commission, the California Energy Commission,  
10 the California Air Resources Board and the State Water Board.

### 11 **Scope of Axiom's Proposed Services**

12 7. The terms and conditions of the Engagement Letter were the result of arm's length  
13 discussions and negotiations between Axiom and the Committee. Subject to further order of the  
14 Court, and consistent with the Engagement Letter, Axiom will provide issues monitoring,  
15 consultation, strategic and communication advice and advocacy representation with respect to  
16 political, administrative, regulatory, governmental affairs, legislative and similar issues that may  
17 arise in connection with the Chapter 11 Cases that the Committee believes will assist in the  
18 performance of its duties or otherwise impact unsecured creditors of the Debtors.

19 8. As discussed further below, Axiom represents Clearway Energy ("Clearway") with  
20 respect to certain power purchase agreement ("PPA") issues (the "PPA Issues"). Axiom and the  
21 Committee have agreed that, if, during the duration of the engagement, counsel to the Committee  
22 determines that a conflict has or may arise between the Committee and Clearway solely with  
23 respect to PPA Issues, then Axiom will subcontract all Committee work on the PPA Issues to an  
24 individual and/or firm of the Committee's choice. Axiom will use its best efforts to assist the  
25 Committee in identifying individuals and/or firms to assume work on the PPA Issues, and any  
26 party assuming the subcontracted issues will be bound to the Committee to the same extent as  
27 Axiom is bound to the Committee under the terms of the Engagement Letter. Axiom shall obtain  
28 the Committee's written permission before subcontracting a PPA Issue to any other firm or

1 individuals, and such permission shall not be unreasonably withheld. To the extent a conflict has  
2 or may arise between the Committee and one of Axiom's existing clients with respect to any non-  
3 PPA Issue, then Axiom will subcontract all non-Committee work on such issue(s) to a third party  
4 consultant.

5 9. If the Committee requests that Axiom perform services not specifically  
6 contemplated by the Engagement Letter, Axiom and the Committee will agree, in writing, on the  
7 terms for such services and request the Court's approval thereof.

#### 8 **Professional Compensation and Expense Reimbursement**

9 10. Axiom's decision to advise and assist the Committee in connection with these  
10 Chapter 11 Cases is subject to its ability to be retained in accordance with the terms of the  
11 Engagement Letter pursuant to section 328(a), and not section 330, of the Bankruptcy Code.

12 11. As set forth more fully in the Engagement Letter, Axiom will be compensated  
13 through payment of a flat fee of \$25,000 per month plus reimbursement of actual expenses. While  
14 Axiom does not ordinarily maintain contemporaneous time records, and will be paid a flat monthly  
15 fee, it will maintain time records in increments of 0.5 hours. Axiom will maintain detailed records  
16 of the actual expenses it incurs in connection with rendering services to the Committee and for  
17 which it will seek reimbursement.

18 12. Axiom intends to apply for compensation for professional services rendered and  
19 reimbursement of expenses incurred in connection with these Chapter 11 Cases, subject to the  
20 Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the  
21 Bankruptcy Rules, the Local Bankruptcy Rules, the Revised U.S. Trustee Guidelines, the  
22 Guidelines for Compensation, the Interim Compensation Order and any other applicable  
23 procedures and orders of the Court, including any order approving the Application and consistent  
24 with the proposed compensation set forth in the Engagement Letter.

#### 25 **No Duplication of Services**

26 13. I do not believe that the services to be rendered by Axiom will be duplicative of the  
27 services performed by any other professional, and Axiom will use reasonable efforts to coordinate  
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1 with the Committee and the other professionals engaged by the Committee to minimize and avoid  
2 duplication of services.

### 3 **Disinterestedness and Eligibility**

4 14. In connection with its proposed retention by the Committee in these Chapter 11  
5 Cases, Axiom undertook to determine whether it has any conflicts or other material relationships  
6 that might cause it to represent or hold an interest adverse to the Debtors. In connection with this  
7 inquiry, Axiom obtained from the Debtors and their professionals the names of individuals and  
8 entities that may be parties in interest in these cases (the "Potential Parties in Interest"), as  
9 summarized on the Debtors' Retention Checklist.

10 15. To the best of my knowledge, information, and belief, Axiom has not represented  
11 any Potential Parties in Interest in connection with matters relating to the Debtors, their estates,  
12 assets, or businesses and will not represent other entities which are creditors of, or have other  
13 relationships to, the Debtors in matters relating to these cases except as set forth herein.

14 16. As part of this inquiry, Axiom entered the names of Potential Parties in Interest into  
15 its computer database of existing and prior client engagements. Through this process, Axiom  
16 determined that it is and/or was formerly engaged by certain of the Potential Parties in Interest  
17 and/or their affiliates. To the best of my knowledge, information and belief, and based on such  
18 internal review process, Axiom currently is engaged to advise and/or was formerly engaged in the  
19 last three years to advise the entities identified on **Schedule 2** attached hereto and/or affiliates  
20 thereof on matters unrelated to these Chapter 11 Cases. These engagements are in no way  
21 connected with matters relating to the Debtors, their estates, assets, or businesses, and do not  
22 impair Axiom's ability to be employed by the Committee. To the best of my knowledge,  
23 information and belief, insofar as I have been able to ascertain after reasonable inquiry, none of  
24 these engagements are adverse to the interests represented by the Committee. With respect to the  
25 rest of the Potential Parties in Interest, to the best of my knowledge, Axiom has not been engaged  
26 to render advisory services to any of them within the past three years.

27 17. In addition to the disclosures in **Annex 2**, Axiom has certain additional matters  
28 worthy of disclosure below.

1           18.     With respect to Centerbridge Partners LP, a party listed on the *Verified Statement*  
2 *of the Ad Hoc Committee of Senior Unsecured Noteholders Pursuant to Bankruptcy Rule 2019*  
3 [Docket No. 744] (the “Ad Hoc 2019”), Axiom provides information and analysis of legislative  
4 and administrative actions that are relevant to the bankruptcy but does not lobby or publicly  
5 represent Centerbridge before the legislature, administration or in any other forum. Axiom does  
6 not believe that such representation will conflict with, or infringe upon, its representation of the  
7 Committee. Axiom will also be bound to maintain the confidentiality of any information it  
8 receives from the Committee.

9           19.     With respect to LS Power, Axiom provides information and analysis of legislative  
10 and administrative actions that may be relevant to the bankruptcy and publicly lobbies and  
11 represents LS Power before the legislature and administration on matters unrelated to the Debtors’  
12 bankruptcy cases. Axiom does not believe that such representation will conflict with, or infringe  
13 upon, its representation of the Committee. Axiom will also be bound to maintain the  
14 confidentiality of any information it receives from the Committee.

15           20.     Axiom currently represents Clearway with respect to certain PPA Issues. As  
16 provided above and in the Engagement Letter, the Committee and Axiom have agreed that if any  
17 conflict arises with respect to the PPA Issues, Axiom will subcontract such work to another  
18 provider subject to the Committee’s approval.

19           21.     Axiom does not actually possess specific information regarding the PPA between  
20 Clearway and the Debtors, and Axiom does not believe that such information is relevant to the  
21 services that Axiom provides to Clearway. The consulting Axiom provides to Clearway does not  
22 involve particular contracts, but rather is a higher level view on the regulatory and political  
23 environment that exists that may impact PPAs more generally. Accordingly, Axiom does not have  
24 copies of, has not reviewed and does not provide any detailed advice on those agreements. Axiom  
25 has been able to obtain summary information from the Debtors regarding those contracts and the  
26 Debtors have permitted Axiom to provide that information to the U.S. Trustee on a confidential  
27 basis.  
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1           22.     One of Axiom's employees also performs certain services for California Strategies  
2     ("CA"), a separate governmental affairs firm. CA represents a coalition of parties in understanding  
3     the regulatory, political, and policy issues related to energy and wildfire issues in California.  
4     Among the parties included in the coalition is Diameter Capital Partners LP, which is listed on the  
5     Ad Hoc 2019. Axiom does not represent Diameter before the legislature, administration or in any  
6     other forum and Axiom does not believe that such representation by its employee will conflict  
7     with, or infringe upon, its representation of the Committee. Such employee will also be bound to  
8     maintain the confidentiality of any information he receives from the Committee.

9           23.     Another employee of Axiom performs certain work for a coalition of parties with  
10    respect to certain California water resources-related issues. This coalition, named RiverArc,  
11    includes the Placer County Water Authority, a party listed as a Potential Parties in Interest. Such  
12    work is wholly unrelated to the Debtors' bankruptcy cases. Such employee will also be bound to  
13    maintain the confidentiality of any information he receives from the Committee.

14          24.     Other than as referenced herein or set forth on Schedule 2, (a) I am unaware of any  
15    client engagements that Axiom has had or has with the Potential Parties in Interest herein; and  
16    (b) Axiom has not been engaged to assist any entity or person on matters relating to, or in  
17    connection with, these cases. It is possible that Axiom may now or in the future be engaged by  
18    one or more of the Potential Parties in Interest in matters unrelated to the Debtors or these cases.  
19    In addition, the Debtors may have customers, creditors, competitors, and other parties with whom  
20    they maintain business relationships that are not listed as Potential Parties in Interest and with  
21    whom Axiom may now or in the future have engagements or material commercial relationships.  
22    To the extent that Axiom discovers any, or enters into any new material engagement or commercial  
23    relationship with Potential Parties in Interest, it will supplement this disclosure to the Court.

24          25.     To the best of my knowledge, information, and belief after reasonable inquiry, other  
25    than as disclosed in this Amended Declaration, neither I, Axiom, nor any of our professionals or  
26    employees participating in or connected with Axiom's engagement with the Committee: (i) is  
27    related to the Debtors or any other party in interest herein, the United States Trustee for the  
28    Northern District of California or anyone employed in the Office of the United States Trustee for



1 the Northern District of California, or the judge assigned to these cases; (ii) holds or represents  
2 any other entity having an adverse interest in connection with these Chapter 11 Cases; or (iii) has  
3 advised any Potential Parties in Interest in connection with these Chapter 11 Cases. Additionally,  
4 Axiom does not believe that any relationship that Axiom or any of our professionals or employees  
5 participating in or connected with Axiom's engagement with the Committee may have with any  
6 Potential Parties in Interest in connection with any unrelated matter will interfere with or impair  
7 Axiom's representation of the Committee in these Chapter 11 Cases.

8 26. To the best of my knowledge and belief, insofar as I have been able to ascertain  
9 after reasonable inquiry, Axiom has no agreement with any other entity to share with such entity  
10 any compensation received by Axiom in connection with these Chapter 11 Cases. No promises  
11 have been received by Axiom as to compensation for Axiom in connection with these Chapter 11  
12 Cases other than in accordance with the Engagement Letter.

13 27. Certain employees of Axiom may have mortgages, consumer loans, investment  
14 accounts, brokerage accounts, or other banking brokerage, or other customer relationships with  
15 institutions that are creditors, equity holders or other Potential Parties in Interest in these Chapter  
16 11 Cases or with funds sponsored by or affiliated with such parties. I do not believe that these  
17 relationships create a conflict of interest regarding the Debtors or their Chapter 11 Cases.

18 28. Certain employees of Axiom were formerly employed by other professional  
19 services firms that are among, or represent other parties that are among, the creditors, equity  
20 holders, or other Potential Parties in Interest in these cases in connection with matters unrelated to  
21 the Debtors and the Chapter 11 Cases. I do not believe that these matters create a conflict of  
22 interest regarding the Debtors or the Chapter 11 Cases.

23 29. In addition, certain employees of Axiom and certain of such persons' relatives may  
24 directly or indirectly hold, in the ordinary course, debt or equity securities of certain of the Potential  
25 Parties in Interest or investment funds sponsored by them. However, based upon the information  
26 that has been provided to me, I believe that any such holdings are insignificant and, to my  
27 knowledge, none of these investors controls or has any influence on such Potential Parties in  
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1 Interest. Further, I do not believe these investments, considered separately or collectively, are  
2 material or create a conflict of interest regarding the Debtors or these Chapter 11 Cases.

3 30. In the light of the number of the Debtors' creditors, Potential Parties in Interest, and  
4 potential additional parties in interest, neither I nor Axiom is able conclusively to identify all  
5 potential relationships at this time, and we reserve the right to supplement this disclosure as  
6 additional material relationships come to our attention. In particular, among other things, Axiom  
7 may have relationships with persons who are beneficial owners of Potential Parties in Interest and  
8 persons whose beneficial owners include Potential Parties in Interest or persons who otherwise  
9 have relationships with Potential Parties in Interest. Moreover, Axiom employees may have  
10 relationships with Potential Parties in Interest, persons that may become parties in interest in this  
11 case, or persons that have business relationships with the Debtors or are competitors of the Debtors.

12 31. Based on the foregoing, to the best of my knowledge and belief, insofar as I have  
13 been able to ascertain after reasonable inquiry, Axiom and the employees of Axiom that will work  
14 on this engagement do not hold or represent any other entity having an adverse interest in  
15 connection with these Chapter 11 Cases, and Axiom is a "disinterested person" as that term is  
16 defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the  
17 Bankruptcy Code, in that Axiom and the employees of Axiom that will work on this engagement:

- 18 a. are not creditors, equity security holders, or insiders of the Debtors;
- 19 b. were not, within two years before the Petition Date, a director, officer, or  
20 employee of the Debtors; and
- 21 c. do not have an interest materially adverse to the Debtors, their respective  
22 estates, or any class of creditors or equity security holders by reason of any direct or indirect  
23 relationship to, connection with, or interest in the Debtors, or for any other reason.

24 32. Axiom will conduct an ongoing review of its files to ensure that no conflicts  
25 or other disqualifying circumstances exist or arise. To the extent that any new material facts or  
26 relationships bearing on the matters described herein during the period of Axiom's retention are  
27 discovered or arise, Axiom will file a supplemental declaration, as required by Bankruptcy Rule  
28 2014(a).

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Executed on May 7, 2019, Sacramento, CA

/s/ Cassie Gilson  
Cassie Gilson

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**SCHEDULE 1**  
**Retention Checklist**

- Debtors
- Debtors' Trade Names and Aliases (up to 8 years)
- Affiliates and Subsidiaries
- Bank Accounts
- Bankruptcy Judges & Staff Northern District of California
- Current Officers and Directors
- Term and Revolving Loan Lenders and Administrative Agents
- Contract Counterparties
- DIP Lenders
- Debtors Professionals
- Former Officers and Directors (since 2008)
- Affiliations of Former Officers
- Affiliations of Former Directors
- Insurance/Insurance Provider/Surety Bonds
- Surety Bonds
- Landlords and parties to leases
- Lenders Litigation Counterparties/Litigation Pending Lawsuits
- Litigation Parties (in adversary proceeding 19-03003)
- Ad Hoc Committee of Unsecured Tort Claimant Creditors
- Non-Debtors Professionals
- Ordinary Course Professionals
- Letters of Credit
- Regulatory and Government
- Significant Competitors
- Significant Shareholders (more than 5% of equity)
- Significant holder of voting securities
- Taxing Authorities
- Top Unsecured Creditors (top 50 list as well as other large holders of unsecured claims)
- Unsecured Notes
- UCC Lien Holders
- Unions
- Office of the United States Trustee for Region 17
- Utility Providers
- Vendors/Suppliers
- Interested Parties / Notice of Appearance Parties

**SCHEDULE 2**

**Connections to Potential Parties in Interest**

<b>Party Name</b>	<b>Relationship to Debtors<sup>2</sup></b>	<b>Relationship to Axiom<sup>3</sup></b>
Aera Energy LLC	Contract Counterparties	Current client on matters unrelated to the Debtors or the Chapter 11 cases
Cargill Inc.	Contract Counterparties	Current client on matters unrelated to the Debtors or the Chapter 11 cases
LS Power		Current client on matters unrelated to the Debtors or the Chapter 11 cases
SunPower	Contract Counterparties	Potential affiliate of current client on matters unrelated to the Debtors or the Chapter 11 cases

<sup>2</sup> The Relationship to the Debtors is correlated to the categories of relationships from the Debtors' Interested Party List. Where a Party was listed in multiple categories, each category is indicated.

<sup>3</sup> A "current client" is an entity for which there are, as of the date hereof, active matters on which Axiom is engaged; a "former client" is an entity for which there were no active matters as of the date hereof. Axiom does not represent any of these "current" or potential" clients in matters related to the Debtors or the Chapter 11 Cases. Identification of a party in interest on Annex 2 is not an admission of a conflict, disabling or otherwise, but rather is solely a disclosure of potential connections.